

SUBORDINATED NOTE TERM SHEET

Title:	Subordinated Unsecured Promissory Note due 2011 in the amount of \$1,150,000 (the "Note")
Payor:	The purchaser ("Newco") of substantially all the assets of the The Weck Corporation, West Weck, LLC, Gracious Home.com, LLC, and Weck Chelsea, LLC (collectively, the "Sellers"). The Note shall be delivered by Newco at the closing (the "Closing") of the sale (the "Sale") of substantially all of the assets of the Sellers to Newco
Payee:	Sellers, which shall have the right to transfer the Note to another entity (but no more than one holder), including a liquidating trust upon confirmation of a plan of reorganization or liquidation.
Guarantor(s):	None
Principal:	\$1,150,000
Maturity:	One year after the date of the Closing (the "Maturity Date")
Interest:	Interest on the Note shall accrue monthly at the rate of 5.5% per annum and shall be paid proportionately (based on principal then being paid) at the time any principal payments on the Note are made
Payments:	The Note is payable in two installments. An amount equal to \$150,000 plus accrued interest is due and payable on the date that is 90 days after the date of the Closing (such date, the "Initial Payment Date.") The balance of \$1,000,000 plus accrued interest is due and payable on the Maturity Date
Security:	The Note will be unsecured
Ranking:	The Note will be a general unsecured obligation of Newco and subordinated to any indebtedness due under the secured loan agreement (the "Secured Loan Agreement") and the secured mezzanine loan agreement (the "Secured Mezzanine Loan Agreement") of Newco. Newco will cause the Secured Loan Agreement and the Secured Mezzanine Loan Agreement to provide that principal and interest payments can be made, provided that Newco is not then in default under the Secured Loan Agreement or the Mezzanine Loan Agreement.

Information

Newco will deliver to the holder of the Note its quarterly financial statements, which shall include its income statement, statement of cash flow and balance sheet prepared in accordance with GAAP, no later than 30 days after the end of each fiscal quarter.

Other Terms and Conditions

Shall be reasonable and customary (including events of default) to transactions of this type.